UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
	§	
ADVANCED LIVING TECHNOLOGIES, INC.	§	CASE NO. 13-10313-hcm
(Debtor)	§	(Chapter 11)
	§	

DEBTOR'S APPLICATION PURSUANT TO SECTION 327(a) OF THE BANKRUPTCY CODE FOR AN ORDER APPROVING THE EMPLOYMENT AND RETENTION OF COHNREZNICK LLP AS FINANCIAL ADVISOR FOR THE DEBTOR AND DEBTOR-IN-POSSESSION

TO THE HONORABLE UNITED STATES BANKRUPTCY JUDGE:

Advanced Living Technologies, Inc. ("Debtor"), the Debtor-In-Possession in this case, and moves this Court to enter an order, pursuant to Bankruptcy Code §327(A), authorizing the employment and retention of CohnReznick LLP ("CohnReznick") as its financial advisor. In support thereof, the Debtor would respectfully show as follows:

I.

JURISDICTION

1. This Court has jurisdiction to consider this matter pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A) and (O). Venue is proper before this Court pursuant to 28 U.S.C. §§ 1408 and 1409. The Court has the authority to enter the requested relief pursuant to Bankruptcy Code §§105, 345(b), 363(c) and 364(a).

II.

BACKGROUND

2. On the date hereof (the "Petition Date"), the Debtor filed a voluntary case under chapter 11 of title 11 of the United States Code (the "Bankruptcy Code"). The Debtor is

authorized to continue operating its businesses and manage its property as a debtor in possession pursuant to sections 1107(a) and 1108 of the Bankruptcy Code.

3. The Debtor is a non-profit corporation incorporated in Texas in 1987 which has six (6) skilled nursing facilities throughout the state. Each residential facility is licensed by the state and provides room and board, personal care, activity programs, social services, rehabilitation, as well as skilled nursing care on a 24 hour basis. The Debtor offers short term, long term and respite care. Short term or transitional care is generally post-hospitalization medical and rehabilitative care designed to restore an individual's health and functional level so they are able to return home after an acute illness or injury – thus helping residents transition from hospital to home. Additionally, the Debtor works collaboratively with hospice programs to provide palliative and supportive care for terminally ill residents and their families.

4. The facilities' description by name, county of location, and number of licensed beds is as follows:

- The Oaks at Brookshire Nursing Center is located in Waller County, Texas, and it has 134 licensed beds.
- The Floresville Nursing Center is located in Wilson County, Texas, and it has 144 licensed beds.
- Country Care Plex Nursing Home is located in Lee County, Texas, and it has 84 licensed beds.
- Manor Oaks Nursing Center is located in Milam County, Texas, and it has 120 licensed beds.
- Stockdale Nursing Center is located in Waller County, Texas, and it has 68 licensed beds.
- Victoria Nursing and Rehabilitation Center is located in Victoria County, Texas, and it has 122 licensed beds.

5. These facilities are managed by a third party nursing facility management company. Since February 2006, the nursing facilities have been managed by Colinas Healthcare ("Colinas") under contracts with the facilities.

6. In 1988, The Debtor financed the acquisition of the nursing facilities through the issuance of revenue bonds by the Bell County Health Facilities Development Corporation (the "Issuer") through two series; $19,245,000 denominated as Series 1988A-a, and $4,640,000 denominated as Series 1988A-c (collectively, the "1988 Bonds").

7. The Debtor exhibited financial distress in 1995 and after an out of court restructuring, the 1988 Bonds were refinanced in 1997 for Series 1997 bonds (the "1997 Bonds"). Through this refinancing, the 1988 Bonds were refinanced, but the Debtor was in arrears on much of its trade debt.

8. The Debtor continued to struggle financially and ultimately filed for chapter 11 relief on January 9, 2008 in the United States Bankruptcy Court for the Western District of Texas, San Antonio division in a case captioned as follows: *In re: Advanced Living Technologies, Inc.*, Case No. 08-50040-RBK (the "Prior Chapter 11"). On May 12, 2008, the Debtor successfully confirmed a plan of reorganization in the Prior Chapter 11 (the "Prior Plan"). Pursuant to the Prior Plan, the 1997 Bonds were exchanged for new bonds issued in 2008 (the "2008 Bonds") and the general unsecured creditors received an initial distribution with subsequent distributions as set forth in the Prior Plan. Wells Fargo Bank, N.A. serves as the indenture trustee for the 2008 Bonds (the "Indenture Trustee"). In July 2011, the Debtor obtained senior secured financing from Mid-Cap Financial, LLC in the original principal amount of $1,500,000 secured by a first lien on accounts receivable (the "MidCap Loan"). The MidCap Loan is a revolving loan.

9. Subsequent to the Prior Chapter 11, the Debtor struggled financially. As a result of a financial downturn beginning in 2008, coupled with changes in Medicare and Medicaid reimbursement, the Debtor concluded in early 2013 that it needed to commence a chapter 11 case in order to maximize value through an orderly sale of its assets. The Debtor has engaged in extensive discussions with the Indenture Trustee and this filing has been made with the consent of the Indenture Trustee.

10. Additional information regarding the Debtor's business, capital structure, and the circumstances leading to this chapter 11 case is contained in the declaration of Paul Gray filed concurrently herewith (the "Declaration").

III.

RELIEF REQUESTED

11. By this Application, the Debtor seeks entry of an order authorizing it to employ and retain CohnReznick as its Financial Advisor in this bankruptcy case.

BASIS FOR RELIEF REQUESTED

12. Section 327(a) of the Bankruptcy Code provides "the trustee...may employ one of more attorneys, accountants, appraisers, auctioneers, or other professional persons that do not hold or represent an interest adverse to the estate, and that are disinterested persons, to represent or assist the trustee in carrying out the trustee's duties under this title." 11 U.S.C. § 327(a). That provision is made applicable to the Debtor by virtue of Section 1107(a), which grants a debtor in possession all rights and powers of a trustee. 11 U.S.C. § 1107(a).

13. The Debtor wishes to retain and employ CohnReznick in its bankruptcy case under the terms and conditions set forth more fully below.

14. CohnReznick is a financial advisory firm with extensive experience in providing financial and operational guidance to companies in distressed situations and in restructuring scenarios. CohnReznick was formed in October 2012 and is the result of a merger between the accounting and consulting firms J.H. Cohn LLP and The Reznick Group P.C. CohnReznick is headquartered in New York and is the eleventh largest accountancy firm in the United States. CohnReznick's professionals have provided financial advisory services to many debtors, creditors and other constituents in chapter 11 cases, including: Meridian Behavioral Health LLC, WorldCom, Inc., TOUSA, Inc., Fleming Companies, Inc., Wallace's Bookstores, Inc., Spectrum Healthcare, CareCorps Management Company, and Centennial Healthcare.

15. The Debtor believes that CohnReznick possesses the requisite resources and is both highly qualified and uniquely able to act as the Debtor's financial advisor in this case going forward.

16. As further set forth in the engagement letter dated February 12, 2013 (the "Engagement Letter"), annexed hereto as **Exhibit A**,[1] if this application is approved, the professional services that CohnReznick will render to the Debtor may include the following:

(a) Gain an understanding of the Company's corporate structure, related parties and status of books and records and reporting systems;

(b) Assist the Company in the preparation of short and long term projections (Balance Sheet, Profit and Loss and Cashflows) through analysis of historical financial statements and financial information, inquiries to management and analysis of historical information including the reasonableness of projected margins, accounts payable and expense levels, if necessary;

(c) Assist the Company in the preparation of a 13-week cash flow forecast;

[1] This summary is presented for convenience purposes only. The terms set forth in the Engagement Letter are controlling in all respects. Capitalized terms used herein not otherwise defined herein shall have the meanings ascribed to such terms in the Engagement Letter.

(d) Assist the Company in the preparation of financial-related disclosures required by the Bankruptcy Court, including the Debtor's Schedules of Assets and Liabilities, Statements of Financial Affairs and first-day pleadings;

(e) Assist the Company with information and analyses required pursuant to the Company's cash collateral arrangement or debtor-in-possession ("DIP") financing;

(f) Assist the Company with the identification and negotiation of the cash collateral or DIP financing, terms and conditions;

(g) Assist the Company with the identification and implementation of short-term cash management procedures;

(h) Provide advisory assistance in assessing whether vendors would qualify for critical vendor status;

(i) Assist with pre-filing communications with labor and key vendors;

(j) Attend meetings and assist Company in discussions with parties in interest;

(k) Perform other consulting services as the Company and CohnReznick may mutually agree.

17. Based on the foregoing, the Debtor submits that the relief requested herein is necessary and appropriate, is in the best interests of its estate and all other interested parties, and should be granted in all respects.

CohnReznick's Compensation

18. Subject to this Court's approval in accordance with sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, Local Rules and such other procedures as may be fixed by order of this Court, compensation will be payable to CohnReznick on an hourly basis, plus reimbursement of actual and necessary expenses incurred by CohnReznick. CohnReznick's billing rates for the financial advisory services of the nature to be rendered to the Debtor are as follows:

Professional	Hourly Rate
Partner/Senior Partner	$585 - $800
Manager/Senior Manager/Director	$435 - $620
Other Professional Staff	$275 - $410
Paraprofessional	$185

19. Additionally, CohnReznick will seek reimbursement from the Debtor for all expenses incurred in connection with this case, including telephone and telecopier charges, mail and express mail charges, special or hand delivery charges, document processing, photocopying charges, travel expenses, and transcription costs, subject to the applicable rules and guidelines of this Court.

20. The Debtor requests authorization to compensate CohnReznick in such manner and in accordance with any procedures that may be established in this case for interim compensation of professionals. Prior to the Petition Date, the Debtor paid CohnReznick retainer of $75,000, of which $1,746 currently remains (the "Retainer"). CohnReznick may be paid fees and expenses by the Debtor in such amounts consistent with the Budget (as defined in the DIP Order), first from withdrawing Retainer funds, and then in such amounts consistent with the Budget, each as may be authorized by further order(s) this Court. To the extent there are insufficient unencumbered funds to pay any additional amounts that may be owing CohnReznick, CohnReznick may be paid from proceeds of the Carve-Out (as defined in the DIP Order), subject to further order of the Court.

21. Other than as set forth in the Engagement Letter, there is no prior or proposed arrangement among the Debtor and CohnReznick with respect to CohnReznick's compensation. Furthermore, as set forth in the Shandler Affidavit, CohnReznick has no agreement with any

other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

22. The Debtor believes that the fees and compensation of CohnReznick and the terms of the Engagement Letter are fair and reasonable in light of prevailing market rates (both in and out of chapter 11 proceedings), CohnReznick's experience in reorganizations, the complexity of these cases and the scope of work to be performed during the course of its engagement.

23. CohnReznick is not a creditor of the Debtor. The Debtor retained CohnReznick prior to the Petition Date and has paid its bills for fees and expenses in the ordinary course and in accordance with the terms set forth in the Engagement Letter.

Indemnification Provision

24. Pursuant to the Engagement Letter, the Debtor has agreed, among other things, to indemnify and hold harmless CohnReznick and its personnel (the "Indemnified Persons") in connection with CohnReznick's representation of the Debtor, subject to certain exceptions in the case of an Indemnified Person's bad faith, willful misconduct or gross negligence (the "Indemnification Provision"). The Debtor submits that the Indemnification Provision represents a customary and reasonable term of consideration for financial advisor engagements both out of court and in chapter 11 cases.

25. The terms of the Engagement Letter, including the Indemnification Provision, were negotiated between the Debtor and CohnReznick at arm's length and reflect the Debtor's evaluation of the substance, CohnReznick's qualifications and the necessity of the work that will be performed by CohnReznick's partners and employees.

CohnReznick is Disinterested

26. CohnReznick and certain of its partners and associates may have in the past, may presently and/or may in the future represent creditors of the Debtor in matters unrelated to this case. CohnReznick has reviewed the list of the Debtor's twenty largest trade creditors and known secured creditors and is not currently aware of any relationship that would create a conflict of interest with the Debtor or those parties in interest of which the Debtor has made CohnReznick aware. CohnReznick has represented to the Debtor that it will not represent, and that it has not represented, the interest of any such entities in connection with this matter.

27. To the best of the Debtor's knowledge, on information and belief, other than in connection with this case, CohnReznick has no connection with the Debtor, its creditors, parties in interest or affiliates or attorneys for any of them, the United States Trustee, or any person employed in the Office of the United States Trustee, except as set forth herein and in the Shandler Affidavit attached hereto as **Exhibit B**. Mr. Shandler is a partner of CohnReznick with overall responsibility for this case.

28. Based on the Shandler Affidavit and Debtor's knowledge of the case thus far, CohnReznick does not represent or hold any interest adverse to the Debtor, its estate, creditors, equity security holders, or affiliates in the matter upon which CohnReznick is to be engaged, and is a "disinterested person" within the meaning of section 101(14) of the Bankruptcy Code.

Notice

29. No trustee, examiner or statutory creditors' committee has been appointed in this case. Notice of this Motion has been provided to: (i) the United States Trustee for the Western District of Texas; (ii) the Debtor's twenty (20) largest creditors; (iii) counsel to the Indenture Trustee; (iv) Mid-Cap Financial, LLC; and (v) the Issuer. The Debtor submits that no other or further notice need be provided.

WHEREFORE, PREMISES CONSIDERED, Advanced Living Technologies, Inc., the Debtor-In-Possession in this case, respectfully requests that the Court enter an order authorizing the Debtor to employ and retain CohnReznick as its financial advisor in this chapter 11 case, as requested in this Application, effective as of the Petition Date; and granting any other such other relief to which the Debtor may show itself justly entitled.

DATED: February 20, 2013

Respectfully submitted,

HOHMANN, TAUBE & SUMMERS, L.L.P.

By: /s/ Eric J. Taube

Eric J. Taube
State Bar No. 19679350
Morris D. Weiss
State Bar No. 21110850
100 Congress Avenue, Suite 1800
Austin, Texas 78701
(512) 472-5997
(512) 472-5248 (FAX)

PROPOSED ATTORNEYS FOR DEBTOR

CERTIFICATE OF SERVICE

I hereby certify that the above and foregoing document has been served upon all parties on the attached service list by United States First Class Mail, facsimile or overnight delivery on the 21st day of February, 2013.

/s/ Eric J. Taube
Eric J. Taube

SERVICE LIST

3-D Welding & Industrial Supply
3016 Highway 123
San Marcos, TX 78666

AAA Medical & Oxygen Supply
PO Box 2080
Texarkana, TX 75504

Abracadabra Septic Pumping LP
2409 Deerwood Court
Katy, TX 77493

Absolute Zero
505 White Wing Way
Round Rock, TX 78664

Acadian Ambulance Service, Inc
PO Box 92970
Lafayette, LA 70509

Accelerated Care Plus Leasing,
13828 Collections Center Drive
Chicago, IL 60693

Adams & Polunsky
1 Forum/16th FL/8000 IH 10 W
San Antonio, TX 78230

Advantage Ministorage
9402 N Navarro
Victoria, TX 77904

Advantix Solutions Group
1201 Richardson Drive
Ste# 120
Richardson, TX 75080

Aetna
PO Box 804735
Attn: PNC Bank
Chicago, IL 60680-4108

Aggieland Septic Service
15601 FM 974
Bryan, TX 77808

Agnew & Foster,PLLC
PO Box 302551
Austin, TX 78703

Airgas Southwest
PO Box 676031
Dallas, TX 75267-6031

Akin Ambulance
PO Box 1780
Seguin, TX 78156-1780

Alegiant Services
4044 W Lake Mary Blvd
Ste 104-245
Lake Mary, FL 32746-2012

Allscripts
24630 Network Place
Chicago, IL 60673-1246

Alternative Transportation Svc
923 10th Street
Suite 101, PMB #136
Floresville, TX 78114

American HomePatient Inc.
2007 East Red River
Victoria, TX 77901-5627

American Medical Response Aust
PO Box 847343
Dallas, TX 75284-7343

American Paper & Janitorial
PO Box 3966
Victoria, TX 77903

American Scale Company
3872 SH 64 W #301
Tyler, TX 75704

Americana Ambulance
PO Box 171393
San Antonio, TX 78217

Americana Corporation
3320 Hwy. 64 East
P.O. Box 63
Alma, AR 72921

Andrew Becton
PO Box 1221
Hempstead, TX 77445

Angesana Dignum
2335 Chappel
Missouri City, TX 77459

Anytime Analysis
1507 S. College Ave
Bryan, TX 77801

Apollo Ambulance Services, Inc.
107 Turner Lane
Floresville, TX 78114

Aqua Beverage Company
701A W Jackson Street
El Campo, TX 77437-4141

Arcadia Theatre
1502 1st Street
Floresville, TX 78114

Ariel Janitorial Service Inc
1219 Price Plaza
Katy, TX 77449

Armadillo Box, LLC
319 S. 1st
Temple, TX 76504

Arun Kumar Jain, MD
119 Waterstone
Victoria, TX 77901

AT&T
PO Box 5001
Carol Stream, IL 60197-5001

Atmos Energy (Gas)
PO Box 650205
Dallas, TX 75265-0205

Auto Chlor Services
Dept #205
PO Box 4869
Houston, TX 77210-4869

B & M Ambulance
P.O. Box 159
Giddings, TX 78942

Bank Direct Capital Finance
Two Conway Park
150 North Field Dr. Suite 190
Lake Forest, IL 60045

Barbara Brandon
1811 Sixth Street
Floresville, TX 78114

Bell County Health Facilities Development Corp.
P.O. Box 969
Belton, TX 76513

Best Choice Medical Equip, Inc
1406 E. Red River St
Victoria, TX 77901

Best Plumbing LLC
7802 Farnsworth
Houston, TX 77022

BioMedical Waste Solutions
PO Box 26019
Dept. 7063
Beaumont, TX 77720

Blas Sanchez
1181 N Williamson
Giddings, TX 78942

Blue Cross Blue Shield of TX
PO Box 660049
Dallas, TX 75266-0049

Bostwick Laboratories, Inc
PO Box 403751
Atlanta, GA 30384-3751

Boyer Purnell
710 Hwy 359 South
Brookshire, TX 77423

Brenda Flowers
Victoria Nursing Center
114 Medical Drive
Victoria, TX 77904

Briggs Med
PO Box 1355
Des Moines, IA 50306-1355

Briggs Med/dba Briggs Corp
PO Box 1355
Des Moines, IA 50305-1355

Broda Enterprises USA Inc.
1301 West 400 North Street
Orem, UT 84057

Brookshire
PO Box 1850
Brookshire, TX 77423

Brown McCarroll, LLP
111 Congress Ave #1400
Austin, TX 78701-4043

Bryan Technical Services, Inc.
PO Box 1371
Taylor, TX 76574

Buckeye Cleaning Center
PO Box 795050
Saint Louis, MO 63179-0795

Bug Mobile
PO Box 3433
Victoria, TX 77903

Calhoun County Appraisal District
P.O. Box 49
Port Lavaca, TX 77979-0049

Cancer Care Network of S. TX
PO Box 911234
Dallas, TX 75391

Capital Kleen Air Inc.
PO Box 271174
Corpus Christi, TX 78427-1174

Cardiothoracic & Vascular
PO Box 1416
San Antonio, TX 78295

Cardiovascular Assoc. of S.A.
1200 Brooklyn Ave., Suite 200
San Antonio, TX 78212

Care Specialties Inc
2801 Oakmont Drive
Ste 900
Round Rock, TX 78665

Carrie Hall
c/o The Oaks at Brookshire
710 Hwy 359 South
Brookshire, TX 77423

Catherine Hicks
c/o: 1811 Sixth Street
Floresville, TX 78114

Center Point Energy
P.O. Box 4981
Houston, TX 77210-4981

Central Drug
1214 East Mockingbird
Victoria, TX 77904-0000

Century Link (Formerly Embarq)
PO Box 2961
Phoenix, AZ 85062-2961

Century Manufacturing Corp.
P.O. Box 2208
Seaford, NY 11783

Chopra Imaging Centers Inc
PO Box 4356
Dept # 1600-2
Houston, TX 77210-4356

Cincinnati Life Insurance Co
P.O. Box 631205
Cincinnati, OH 45263-1205

Cintas Document Management
P.O. Box 633842
Cincinnati, OH 45263

Citizens Medical
PO Box 2024/2701 Hospital Dr
Victoria, TX 77901-5749

City of Floresville
1120 D Street
Floresville, TX 78114

City of Giddings Utilities
118 E Richmond
Giddings, TX 78942

City of Rockdale
PO Box 586
Rockdale, TX 76567

City of Stockdale
700 W Main Street
Stockdale, TX 78160

City of Stockdale
P.O. Box 446
Stockdale, TX 78160-0446

Clean All
607 E. Rio Grande
Victoria, TX 77901

Clifford Power Systems Inc.
PO Box 875500
Kansas City, MO 64187-5500

Clinical Pathology Labs, Inc.
P.O. Box 141669
Austin, TX 78714

Coastal Medical Service
8303 Southwest Freeway #820
Houston, TX 77074-1638

Coastal Office Products
P.O. Box 4407
Victoria, TX 77903

Colinas Healthcare, Inc.
10415 Morado Circle
Suite 120
Austin, TX 78759

Colonial Life & Accident Ins.
PO Box 1365
Columbia, SC 292021365

Colorado County Citizen
PO Box 548
Columbus, TX 78934-0548

Commercial Kitchen
PO Box 831128
San Antonio, TX 78283

Complete Medical Staffing
700 N Colorado Blvd #318
Denver, CO 80206

Connally Memorial Med Ct
P.o. Box 200852
Dallas, TX 75320-0852

Consolidated Communications
P.o. Box 66523
Saint Louis, MO 63166-6523

Constellation New Energy
100 Constellation Way
Ste #600C Credit Workout
Baltimore, MD 21202

Cool Air System, Inc.
Washer & Dryer Dept.
494 Hwy 71 W #140-214
Bastrop, TX 78602

Copy Products of San Antonio
PO Box 461085
San Antonio, TX 78246

Coro Health, LLC
1409 West 10th Street
Austin, TX 78703

Corporate DTS
PO Box 6434
Carol Stream, IL 60197-6434

Corridor Mobile Medical Srvcs.
PO Box 643
San Marcos, TX 78667

Country Care Plex
1181 N Williamson
Giddings, TX 78942

Courtney Ebner, RHIA
PO Box 86
Castroville,, TX 78009

CPI Office Products
PO Box 292130
Lewisville, TX 75029-2130

Crawford Pharmacy
104-B Turner Lane
Floresville, TX 78114

Cray Networks
10415 Morado Circle
Bldg 3, Suite 120
Austin, TX 78759

Crest Health Care Inc
PO Box 727
195 S Third St
Dassel, MN 55325-0727

Crossroads Health Center
4504 N Laurent St
Victoria, TX 77901

Cuero Community Hospital
PO Box 630
Cuero, TX 77954

Cycle Time of Texas
PO Box 722
Conroe, TX 77305

D & A Testing
1509 E. Austin Street
Suite A
Giddings, TX 78942

D & E Leasing
c/o Emil L. Matus Jr.
3910 N Main
Victoria, TX 77901

Dante Garza, MD
415 Refugio Hwy.
Victoria, TX 77905

Daryl C Currier Md Pa
PO Box 98
Stockdale, TX 78160

Dee Davidson
PO Box 211
Floresville, TX 78114

Delphia Mcbride
514 Ne 27th Street
Grand Prairie, TX 75050

Detar Hospital
PO Box 2089
Victoria, TX 77902

Dewitt Poth and Son
PO Box 487
Yoakum, TX 77995

Diabetes/Glandular Disease Cln
5107 Medical Drive
San Antonio, TX 78229

Diana Lee Stone
222 S. FM487
Rockdale, TX 76567-5047

Direct Energy
PO Box 660749
Dallas, TX 75266

Direct Supply
Box 88201
Milwaukee, WI 53288-0201

Diversified Investment Advisor
Remittance Processing Center
P.O. BOX 13029
Newark, NJ 07188-0699

Document Engine
700 Jeffrey Way
Suite 200
Round Rock, TX 78665

Doris Liska
c/o: 1811 Sixth Street
Floresville, TX 78114

Dr. Franklin D Watts
207 Tamarack Drive
Canyon Lake, TX 78133

Dr. Rajeev Gupta
475 Highway 71 W
Bastrop, TX 78602-3745

Dr. Randall Fielder
707 West Cameron
Rockdale, TX 76567

Drs Kopecky, Fry, & White, Md
2501 N Navarro
Victoria, TX 77901

Drummond American Corp
600 CorPOrate Woods Pkwy
Vernon Hills, IL 60061-3113

Dugger HVAC
17 Foy Martin
Conroe, TX 77304

Dunn Pharmacy Inc
P.O. Box 1144
Poth, TX 78147

Dynasplint Systems, Inc.
770 Ritchie Highway
Ste w21
Severna Park, MD 21146-4152

East End Glass Company
1870 Rigsby
San Antonio, TX 78210

Ecolab Food Safety Specialist
370 N. Wabasahi
Saint Paul, MN 55102

Ecolab Institutional
PO Box 70343
Chicago, IL 60673-0343

Econo Air Conditioning
88 Schubert Rd
Victoria, TX 77905

Edward Campbell
1811 Sixth Street
Floresville, TX 78114

Edward's Plumbing Inc
PO Box 7244
Victoria, TX 77903

Emily Frye, MD
1107 Eagle Creek Drive
Floresville, TX 78114

Emma Brisbin
2905 Levi Sloan
Victoria, TX 77904

Encompass Textiles & Interiors
Encompass Group, Llc
Dept. 40254
P.O. Box 740209
Atlanta, GA 30374-0209

Entomobiotics Inc.
8411 Columbia Falls
Round Rock, TX 78681-3539

eSolutions, Inc
401 W. Frontier Lane
Suite 101
Olathe, KS 66061

Evelyn Bolds
710 Hwy 359 South
Brookshire, TX 77423

Extended Care Information Netw
8700 West Bryn Mawr Avenue
Suite 700N
Chicago, IL 60631

Farmer Brothers Coffee
4930 Center Park
San Antonio, TX 78218

Farmer Brothers Coffee-Houston
6300 W by Northwest Blvd
Ste 400
Houston, TX 77040-4972

Fayette Medical Supply, Inc.
PO Box 939
La Grange, TX 78945

Felps
P.O. Box 218
Floresville, TX 78114

Flat Iron Capital
PO Box 712195
Denver, CO 80271-2195

Floresville Electric Light/pwr
1400 Fourth Street
P.O. Box 218
Floresville, TX 78114

Floresville Flower Shop
1100 Hospital Blvd.
Floresville, TX 78114-2912

Floresville ISD
908 10th Street
Floresville, TX 78114

Floresville Nursing&Rehab Ctr.
1811 Sixth Street
Floresville, TX 78114

Flowers Baking Co San Antonio
PO Box 841940
Dallas, TX 75284

Fort Dearborn Life Ins. Co.
36788 Eagle Way
Chicago, IL 60678-1367

Frank Corte
807 Dogwood
Katy, TX 77493

Franke's Air Conditioning
P.o. Box 128
Runge, TX 78151

G/T Electric
PO Box 2116
Victoria, TX 77902

Gexa Energy
20455 State Highway 249, Suite 200
Houston, TX 77070

Gibson, McClure, Wallace & Dan
c/o Jay Wallace
3232 McKinney Ave., Suite 1400
Dallas, TX 75204

Global Services Capital Corp
P.O. Box 6434
Carol Stream, IL 60197-6434

Grainger
PO Box 419267
Dept# 804132488
Kansas City, MO 64141-6267

Great, Inc
c/o Cindy Jerman @ Central Twc
313 N. Main
Rockdale, TX 76567

H. Shelly Giesalhart
PO Box 876
Poth, TX 78147

Halbison Plumbing
PO Box 819
Brookshire, TX 77423

Hall Electric Company, Inc
7001 North Navarro
Victoria, TX 77904-1598

Hallmark Rehabilitation
27442 Portola Pkwy
Suite 200
Foothill Ranch, CA 92610-2882

Harrison Doggett
1009 C Street
Suite 200
Floresville, TX 78114-2223

Harrison Duncan
1009 C Street
Suite 200
Floresville, TX 78114-2223

HD Supply
PO Box 509058
San Diego, CA 92150-0958

Healthcare Information Systems
450 Regency Parkway, Suite 100
Omaha, NE 68114

Healthcare Services
3220 Tillman Dr #300/Glenview
Bensalem, PA 19020

Heritage Company
P.O. Box 890287
Charlotte, NC 28289-0287

Hester Mendoza
PO Box 39
300 Salmon
Stockdale, TX 78160

Hill Country Dairies
PO Box 1849
Victoria, TX 77902-1849

Hill Country Monitoring Svc.
PO Box 59001
Dept # 4010
Tulsa, OK 74159

Hodge Electric
12120 Co Rd 401
Stockdale, TX 78160

Hope Medical Supply
PO Box 2186
San Antonio, TX 78298-2186

Hudson Energy
PO Box 731137
Dallas, TX 75373-1137

Hudspeth Co. Appraisal Distr.
Linebarger Gogg Blair & Sampso
711 Navarro, Suite 300
San Antonio, TX 78205

Imagistics
P.O. Box 856193
Louisville, KY 40285-6193

Industrial Chem Labs & Service
55-g Brook Avenue
Deer Park, NY 11729-7200

Internal Revenue Service
Centralized Insolvency Operations
P.O. Box 7346
Philadelphia, PA 19101-7346

Internet America
PO Box 910029
Dallas, TX 75391-0029

IPC, Inc.
P.O. Box 668307
Pompano Beach, FL 33066-8307

Iron Mountain Records Mgmt.
PO Box 915004
Dallas, TX 75391-5004

ISI Commercial Refrigerat
Strategic Equip. & Supply Corp
PO Box 204000
Dallas, TX 75320-4000

Jackie Wynn
c/o: FNRC
1811 Sixth St
Floresville, TX 78114

Jackson Healthcare Center
1013 South Wells Street
Edna, TX 77957-4096

Jackson Walker Llp
901 Main Street
Ste 6000
Dallas, TX 75202

James Butt
1181 N Williamson
Giddings, TX 78942

Jane Battles-Lewis
710 Hwy. 359 South
Brookshire, TX 77423

Janelle House, M.D.
Family Care Center Ste A
1700 Brazos Avenue
Rockdale, TX 76567

Jennifer Orensteen
710 HWY 359 S
Brookshire, TX 77423-0638

Jenson & Guelker
Janet Jenson
747 East South Temple, Ste#130
Salt Lake City, UT 84102

Jenson & Guelker
Attn: Janet Jenson
747 East South Temple, Suite 130
Salt Lake CIty, UT 84102

Jill Frey
710 Highway 359 South
Brookshire, TX 77423

Joerns Healthcare Inc.
5001 Joerns Drive
Stevens Point, WI 54481

John Bell
1181 N. Williamson
Giddings, TX 78942

John Johson
3710 N. DePOt
Brookshire, TX 77423

John Shannon
454 Suncrest Lane
Victoria, TX 77905

Jones & Cowen Physical Therapy
PO Box 1615
Giddings, TX 78942

Juve's Landscaping, Inc.
10014 Briarwild Lane
Houston, TX 77080

Kair Medical
PO Box 484
3215 Huffman Eastgate Rd
Huffman, TX 77336

Karen V. Winkelmann
8905 HWY 50
Brenham, TX 77834

Kathy Milenki, Slp
10300 Beaver Road
Brenham, TX 77833

Katy Rehabilitation Hospital
Krishnaswany Kannappan
PO Box 1759 Dept 511
Houston, TX 77251-1759

KCI USA
P.O. Box 203086
Houston, TX 77216-3086

Kite's Draperies, Inc
2711 White Settlement Road
Fort Worth, TX 76107

KMOL-TV
P.O. Box 4929
Victoria, TX 77903

KST Electric Ltd
14215 Suncrest Rd
Manor, TX 78653-0378

Kwik Copy
4311 S. 31st Street
Suite 150
Temple, TX 76502

Labcorp
P.O. Box 2240
Burlington, NC 27216-2240

Lauren Daniels
503 Cleveland
Victoria, TX 77901

Lee County Whse Equip. Rental
PO Box 90
Highway 77 North
Giddings, TX 78942

Leslie Pruski
c/o: 1811 Sixth Street
Floresville, TX 78114

Lifeguard Ambulance Ser. of TX
PO Box11361
Birmingham, AL 35202-1361

Lisa Taylor
1181 N Williamson
Giddings, TX 78942

Lone Star X-Ray Co
PO Box 3443
Victoria, TX 77903

M & D Flooring, Llc
4410 Dillon Lane
Suite #40
Corpus Christi, TX 78415

M & N International
P.O. Box 64784
Saint Paul, MN 55164-0784

Mark L Bing Md
PO Box 475
Katy, TX 77492

Matera Paper Co Ltd
835 North Ww White Rd
San Antonio, TX 78219

Mathews Electrical Inc
16840 Clay Road
Suite #114
Houston, TX 77084-4067

Maxim Staffing Solutions
72558 Collections Center Dr.
Chicago, IL 60693

Mc Hawk Enterprises
31463 Deerfield Terrace
Bulverde, TX 78163

Mckesson
8121 - 10th Avenue North
Golden Valley, MN 55427

Medical Center Labs
2525 W. Bellfort Suite 197
Houston, TX 77054

Medical Staffing Network
PO Box 202996
Dallas, TX 75320-2996

Medline Industries Holdings, L.P.
One Medline Place
Mundelein, IL 60060

Medline Industries Inc
PO Box 121080
Dept 1080
Dallas, TX 75312-1080

Melissa Morse
c/o: CCP
1181 N Williamson
Giddings, TX 78942

Memorial Hermann
PO Box 201367
Houston, TX 772161367

Merit Alliance, Inc.
PO Box 36
Brandon, TX 76628

Mesha Pilgrim
9731 Springtree
Dallas, TX 75243

Michelle Morgan
196 Harmann Ln
Milano, TX 76556

Midcap Financial, LLC, as Agent
7735 Old Georgetown Road
Suite 400
Bethesda, MD 20814

Midway Grocery
446 Murray Avenue
Rockdale, TX 76567

Midway Industries
P.O. Box 370
Reisterstown, MD 21136

Mike Burris
PO Box 7230
Victoria, TX 77903-7230

Miles Associates Texas, Inc
865 Research Parkway
Ste 100
Oklahoma City, OK 73104

Millan & Co., P.C.
823 Congress Avenue, Ste 707
Austin, TX 78701

Mine Service Ltd.
PO Box 32
Rockdale, TX 76567

Mobile Mini
attn: Payment Processing
PO Box 79149
Phoenix, AZ 85062-9149

Mobilex USA
PO Box 17462
Baltimore, MD 21297-0518

Modified Barium Swallow Svc.
3724 Fm 346 E
Tyler, TX 75703

Momar Inc.
PO Box 19569
Atlanta, GA 30325-0569

Montemayor Hill & Company, PC
3001 S Lamar Blvd., Ste. 320
Austin, TX 78704

Mutual Sprinklers, Inc.
American Fire Protection Group
8000 W. 78th Street, #111
Minneapolis, MN 55439-2534

Myers Repair Service Inc
6968 Hwy 87 E
San Antonio, TX 78263

Natalie Wright
5910 Encanto Point
San Antonio, TX 78244

National Bugmobiles Inc.
PO Box 3433/2305 N Laurent
Victoria, TX 77903

National Provider Compliance
7373 University Ave. Ste. 210
La Mesa, CA 91942

Nettielee Korenek
832 Hickory St.
Rockdale, TX 76567

Neurodiagnostic Consultant Llc
PO Box 59001
Dept # 4011
Tulsa, OK 74159

New Lifestyles
4144 N Central Expwy
Ste 1000
Dallas, TX 75204

Newman Glass Co.
1237 West Oaklawn
Pleasanton, TX 78064

Nicol Scales-Houston
PO Box 222288
Dallas, TX 75222-2288

Nix Health Care System
414 Navarro
Ste# 1720
San Antonio, TX 78205

Norma Sparman
710 Hwy 359 South
Brookshire, TX 77423

Norman Miller
1811 Sixth Street
Floresville, TX 78114

Oak Creek Aviaries
P.O. Box 85
Campbell, NE 68932

Oaks at Brookshire
710 Hwy 359 South
Brookshire, TX 77423

Occupational Health Centers of the South
P.O. Box 9005
Addison, TX 75001

Oceloco Patient Aid Equip/part
1111 Industrial Park Road
Brainerd, MN 56401

Office Mate
8403 Cross Park Dr
Sutie 3G
Austin, TX 78754-4575

Ogletree, Deakins, Nash, Smoak
PO Box 89
Columbia, SC 29202

Omnicare
P.O. Box 715268
Columbus, OH 43271-5268

Omnicare Corpus Christi
PO Box 715268
Columbus, OH 43271-5268

Omnicare Medical Supply Svc.
PO Box 809306
Chicago, IL 60680-9306

Omnicare of Houston
PO Box 715268
Columbus, OH 43271-5268

Omnicare Respiratory Group
PO Box 848507
Dallas, TX 75284

Omnicare San Antonio
PO Box 715268
Columbus, OH 43271-5268

Orthopaedicspecialists Austin
4611 Guadalupe Street
Ste 200
Austin, TX 78751

Ozarka Spring Water Company
P.O. Box 856680
Louisville, KY 40285-6680

Pat's Drug & Alcohol Test LLC
1406 10th Street
Floresville, TX 78114

Pathology Reference Laboratory
PO Box 2037
San Antonio, TX 78297-2037

Patsy Bordovsky
c/o: 1811 Sixth Street
Floresville, TX 78114

Patterson Medical
PO Box 93040
CHICAGO, IL 60673-3040

Paul Richter
PO Box 39
Stockdale, TX 78160

Pharmerica
P.o. Box 409251
Atlanta, GA 30384-9251

Phoenix EMS West Inc
761 Carolina Street
Katy, TX 77494

Pieratt's Pharmacy
233 S. Manse
Giddings, TX 78942

Positive Promotions, Inc.
15 Gilpin Avenue
Hauppauge, NY 11788

Precision Machine Works
2546 SH 111E
Edna, TX 77957

Premiere Global Services
PO Box 404351
Atlanta, GA 30384-4351

Professional Clinical LAB
3020 Wichita Court
Fort Worth, TX 76140

Professional Imaging, LLC
6078 Bridgeview Drive
Ventura, CA 93003

Professional Lawn Care
606 Krause Street
Victoria, TX 77901

Progressive Waste Sol. of TX,
P.O. Box 660036
Dallas, TX 75266-0036

Providigm LLC
8055 East Tufts Avenue
Ste 1200
Denver, CO 80237

Provimed Inc.
4718 New Utrecht Avenue
Brooklyn, NY 11219

PSI Premier Specialties, Inc.
P.O. Box 27113
Salt Lake City, UT 84127-0113

R L Specialty
PO Box 904
Skokie, IL 60076-0904

Rainbow Courts
915 East Cameron
Rockdale, TX 76567

Rakesh K Rikhye, Md, P. A.
138 Longchap Ln
Cary, NC 27519

Randall Card
113 Chimney Rock
Victoria, TX 77904

Reagan Quality Lighting
32402 Tamina Road
Magnolia, TX 77354

Recovercare Llc
1920 Stanley Gault Pkwy
Suite 100
Louisville, KY 40223

Regional Medical Laboraory (2)
2807 N. Ben Wilson
Victoria, TX 77904

Regional Medical Laboratory
L P Gietz, MD, FCAP
2110 N Navarro
Victoria, TX 77903-3784

Rehabcare Group East, Inc.
7733 Forsyth Blvd, Ste 2300
Attn: Ms Kippi VanHoogstrate
Saint Louis, MO 63105

RG & Associates Inc
Culligan
1904 Sam Houston Dr
Victoria, TX 77901

Richard Carr
710 Hwy 359 South
Brookshire, TX 77423

Richards Memorial Hospital
1700 Brazos
Rockdale, TX 76567

Road Runner Lawn Care
143 Cr 303
Rockdale, TX 76567

Roadrunner Radiology
Equipment
PO Box 490
Georgetown, TX 78627

Rockdale Chamber of Commerce
1203 W. Cameron
Rockdale, TX 76567

Rockdale Reporter Publishers
P.O. Box 552
Rockdale, TX 76567

Rockdale Rotary Club
PO Box 294
Rockdale, TX 76567

Rod-N-Staff Transport Service
3308 Bobolink
Victoria, TX 77901

Ron Dugger Hvac
17 Foy Martin
Conroe, TX 77304

Ronald Van Vliet, DPM
1111 Highway 6 South
Suite 255
Sugar Land, TX 77478

S. TX Orthopaedic & Sports Med
495 10th Street Ste 104
Floresville, TX 78114

Sacred Heart Medical Service
PO Box 3847
Victoria, TX 77903

Safesite Inc
9505 Johnny Morris Road
Austin, TX 78724

Saia Motor Freight Line LLC
11465 Johns Creek Parkway
Suite 400
Johns Creek, GA 30097

Saia Motor Freight Line LLC
11465 Johns Creek Parkway,
Suite 400
Johns Creek, GA 30097

Saucedo's Generator Service
c/o Juan D. Saucedo
5223 Hillburn
San Antonio, TX 78242

SCM / Life Oxygen
7955 National Turnpike
Unit 100
Louisville, KY 40214

Scott & White
P.o. Box 847500
Dallas, TX 75284-7500

Scott & White EMS
PO Box 840918
Dallas, TX 75284-0918

Scott Express
Laundry Parts & Service
5612 Mitchelldale
Houston, TX 77092

Scott Xpress
5612 Mitchelldale
Houston, TX 77092

SCY Imaging, Inccorporated
PO Box 7076
Bryan, TX 77805

Service Tex, LLC
1029 Hwy 6 North
Suite 650-134
Houston, TX 77079

Shred-It USA
2305 Donley Drive Suite 102
Austin, TX 78758

Sight & Sound
c/o Jimmy Newton
13312 Redfish Ln, Suite 101
Stafford, TX 77477

Sikkema Contracting Services
1015 Hwy. 97 East
Floresville, TX 78114

Simpleltc
6210 Campbell Rd, Ste 220
Dallas, TX 75248

Skin Care Management
7955 National Tpke
Bldg 100
Louisville, KY 40214

Skyline Equipment Inc
16502 Northchase Dr #A
Houston, TX 77060

South TX Regional Med Ctr
PO Box 847974
Dallas, TX 75284-7974

Southeast Texas Pest Control
PO Box 390
Liberty, TX 77575

SouthernCross Ambulance, Inc.
PO Box 311295
New Braunfels, TX 78131-1295

Southwest Medical Sales
P.O. Box 690707
Housotn, TX 77269-0707

Specialized Medical Oxygen Svc
5343 N. 118th Ct.
Milwaukee, WI 53225

SRC- Aetna Company
PO Box 536919
Atlanta, GA 30353-6919

St. Mark's Medical Center
One Street
Mark's Place
La Grange, TX 78945

Staas Plumbing Co. Inc
2101 W-Avenue M
Temple, TX 76504

Stanford Vacuum Service Inc
6910 U.S. Hwy 59 North
Victoria, TX 77905

Stanley Healthcare Solutions
Dept CH 10504
Palatine, IL 60055-0504

Staples Contract & Commercial
Dept DET
PO BOX 83689
Chicago, IL 60696-3689

Stearns Bank
PO Box 750
Albany, MN 56307

Stericycle Inc.
Attn: Jennifer Brown
28161 North Keith Drive
Lake Forest, IL 60045

Steve Commercial Washer & Drye
247 Union Chapel Rd Unit B
Cedar Creek, TX 78612

Stewart & Stevenson
8631 East Freeway
Houston, TX 77029

Stockdale ISD
503 South Fourth Street
Stockdale, TX 78160

StockdaleNursingCtr-PettyCash
PO Box 39
300 Salmon
Stockdale, TX 78160

Sudden Link
PO Box 660365
Dallas, TX 75266-0365

Sue Orr, M.Ed., Rd, Ld
9903 Winding Oak Circle
Austin, TX 78750

Sun Office Products
15508 E 19th Ave Unit H
Aurora, CO 80011

Supermedia LLC
PO Box 619009
Attn: Acct Receivable Dept
Dallas, TX 75261-9009

Susan Barcenas
1811 Sixth Street
Floresville, TX 78114

Susan Barman
25307 Penguin
Magnolia, TX 77355

Sysco
10710 Greens Crossing Blvd
Houston, TX 77038

Tallwood Medical Inc
1285 N Post Oak #190
Housotn, TX 77055

Texas Comptroller of Public Accts
Revenue Accounting Div Bktcy Section
P.O. Box 13528
Austin, TX 78711-3528

Texas DADS
Office of the Atty Gen
Bankruptcy & Collections
P.O. Box 12548 MC008
Austin, TX 78711-2548

Texas Department of Aging and Disability
P.O. Box 149030
Austin, TX 78714-9030

Texas Health and Human Services Comm
Brown-Heatly Building
4900 N. Lamar Blvd.
Austin, TX 78751-2316

Texas Health Center, PA
4804 N. Navarro
Victoria, TX 77904

Texas MedClinic
13722 Embassy Row
San Antonio, TX 78216

Texas Secretary of State
Corporations Section
P.O. Box 13697
Austin, TX 78711-3697

Texas Workforce Commission
Tax-Collections
101 E. 15th Street
Austin, TX 78778-0001

Texas Workforce Commission
Regulatory Integrity Division-SAU
101 E. 15th St., Room 556
Austin, TX 78778-1442

Texas Workforce Commission
Tax-Collections
101 E. 15th Street
Ausitn, TX 78778-0001

The Back Office
1211 N. Laurent Street
Victoria, TX 77901

The Clinical Advantage
Kci Usa
P.O. Box 203086
Houston, TX 77216-3086

The Secret Garden
239 North Main Street
Giddings, TX 78942

Tisha Flowers
387 Zion Cemetery Road
Cuero, TX 77954

TLC Staffing
101 Palmwood Drive, Ste 5
Victoria, TX 77901

Toshiba Business Solutions
PO Box 848440
Dallas, TX 75284-8440

Toshiba Business Solutions
10231 Kotzebue
San Antonio, TX 78217

Touchstone Medical Srvc Inc
1020 Ne Loop 410 Ste 640
San Antonio, TX 78209

Trailblazer Health
Medicare Voluntary Refunds
PO Box 9060 Part A Fin Mgmt Op
Denison, TX 75020-9060

Tranum Country Ford
PO Box 1150
Temple, TX 76503

Travis County Tax
Assessor-Collector
P.O. Box 149326
Austin, TX 78714

Trinity Medical Center
700 Medical Parkway
Brenham, TX 77833

Triple B Cleaning, Inc.
PO Box 4580
Queensbury, NY 12804

TX Workforce Commission
Tax Department
101 E. 15th Street
Austin, TX 78778-0091

TX WorkforceCommission-BK acct
Tax Department
101 E. 15th Street
Austin, TX 78778-0091

Txu Energy
PO Box 650700
Dallas, TX 75265-0700

U.S. Department of Labor
ERISA - Civil Penalties
P.O. Box 71360
Philadelphia, PA 19176-1360

U.S. Trustee
903 San Jacinto Blvd., Suite 230
Austin, TX 78701

United Seating and Mobility
PO Box 790051
Saint Louis, MO 63179

University Health System
4502 Medical Drive
San Antonio, TX 78229

Us Foodservice Inc
PO Box 840396
Dallas, TX 752840396

Victoria Advocate
PO Box 1518
Victoria, TX 77902

Victoria Emergency Asso., Llc
PO Box 13915
Philadelphia, PA 19101-3915

Victoria Nursing & Rehab Ctr.
114 Medical Drive
Victoria, TX 77904

Victoria Orthopedic Surgery
605 E San Antonio #520e
Victoria, TX 77901

Victoria Radiology Associates
P.O. Box 3610
Victoria, TX 77903

Victoria Welder Repair, LLC
2004 S. Laurent Street
Victoria, TX 77901

VSI-Ventilation Services Inc
4930 Dacoma St, Ste K
Houston, TX 77092

Waste Management
P.O. Box 660345
Dallas, TX 75266

Wells Fargo Bank, N.A., as Trustee
1445 Ross Ave.
2nd Floor
Dallas, TX 75202

Wells Fargo Financial Leasing
PO Box 6434
Carol Stream, IL 60197-6434

Wescom Solutions Inc.
Lockbox #8842
PO BOX 8500
Philadelphia, PA 19178

Westside Dermatology Clinic PA
1331 W. Grand Parkway N. # 370
Katy, TX 77493-2737

William Griffin
1811 Sixth Street
Floresville, TX 78114

Wilson Co. Appraisal District
Linebarger Gogg Blair & Sampso
711 Navarro, Suite 300
San Antonio, TX 78205

Wilson County News
1012 C Street
Floresville, TX 78114

Wilson County Tax Office
Linebarger Gogg Blair & Sampso
711 Navarro, Suite B
San Antonio, TX 78205

Wilson County, Wilson CAD & Hudspeth
CAD Tax Offices
c/o Linebarger Goggan Blair & Sampson
711 Navarro, Suite 300
San Antonio, TX 78205

Witte's Pest Control
c/o Michael R. Witte
P.O. BOX 681794
San Antonio, TX 78268-1794

Wortham Insurance & Risk
PO Box 795008
131 Interpark Blvd
San Antonio, TX 78216

X-Ray X-Press
PO Box 4346
Dept #1600-3
Houston, TX 77210-4346

Zapata Janitorial Services
10190 Katy Freeway #110
Houston, TX 77043-5237

PARTIES IN INTEREST

Janine H. Idelson
MFS Investment Management
Fixed Income
500 Boylston St., 20th Fl.
Boston, MA

EXHIBIT A

COHN REZNICK
ACCOUNTING • TAX • ADVISORY

1212 Avenue of the Americas
New York, NY 10036-1600

Main: 212 297 0400
Fax: 212-922-0913
cohnreznick.com

February 12, 2013

Paul Gray
President
Advanced Living Technologies, Inc.
10415 Morado Circle, Suite 120
Austin, Texas 78759-5696

Dear Mr. Gray:

This letter will confirm our understanding of the services that CohnReznick LLP ("CohnReznick") will be providing to Advanced Living Technologies, Inc., et al.[1] (collectively, the "Company" or the "Debtor"). Our services will be limited to those that best meet your needs. . Initially, we have agreed that the following services will be provided, certain of which may be needed in the event the Company commences a chapter 11 case before the United States Bankruptcy Court for the Western District of Texas (the "Bankruptcy Court"):

1. Gain an understanding of the Company's corporate structure, related parties and status of books and records and reporting systems;

2. Assist the Company in the preparation of short and long term projections (Balance Sheet, Profit and Loss and Cashflows) through analysis of historical financial statements and financial information, inquiries to management and analysis of historical information including the reasonableness of projected margins, accounts payable and expense levels, if necessary;

3. Assist the Company in the preparation of a 13-week cash flow forecast;

4. Assist the Company in the preparation of financial-related disclosures required by the Bankruptcy Court, including the Debtor's Schedules of Assets and Liabilities, Statements of Financial Affairs and first-day pleadings;

5. Assist the Company with information and analyses required pursuant to the Company's cash collateral arrangement or debtor-in-possession ("DIP") financing;

6. Assist the Company with the identification and negotiation of the cash collateral or DIP financing, terms and conditions;

---

[1] For purposes of this agreement, Advanced Living Technologies, Inc. et al. shall include Advanced Living Technologies, Inc., Country Care Plex, Floresville Nursing and Rehab Center, Manor Oaks Nursing Center, Stockdale Nursing Center, Stockdale Nursing Center , Victoria Nursing and Rehab Center.

7. Assist the Company with the identification and implementation of short-term cash management procedures;

8. Provide advisory assistance in assessing whether vendors would qualify for critical vendor status;

9. Assist with pre-filing communications with labor and key vendors;

10. Attend meetings and assist Company in discussions with parties in interest;

11. Perform other consulting services as the Company and CohnReznick may mutually agree.

Our procedures will be limited to those which will be agreed upon to best meet your informational needs. Our procedures will not constitute an audit, review, or compilation in accordance with Generally Accepted Auditing Standards ("GAAS") or Generally Accepted Accounting Principles ("GAAP") of the information provided. Accordingly, we will not express an opinion or provide any other form or assurance on the completeness or accuracy of the information. We assume no responsibility under this engagement other than to render the services described herein.

The Company agrees to pay CohnReznick for its services based on the amount of time expended by its personnel at CohnReznick's hourly rates in effect for the various levels of responsibility, plus actual out-of-pocket expenses (travel, telephone, faxes, etc.). Our current hourly rates by staff level are as follows:

Partner	$585 - $800
Managers, Senior Managers, Directors	$435 - $620
Other Professional Staff	$275 - $410
Paraprofessionals	$185

CohnReznick revises its hourly rates on February 1 of each year and will provide advance notice of such revised rates to the Company and, if applicable, the United State Trustee. Our access to relevant books and records, the condition of that information, and the cooperation of the parties involved in this matter will dictate our time on this engagement and accordingly our fees.

In the event the Company commences a chapter 11 case before the Bankruptcy Court, CohnReznick acknowledges that its retention is subject to the entry of an approved order of the Bankruptcy Court and will be governed by the terms thereof. As part of this agreement, all services to be provided will be paid in advance through an ongoing retainer replenishment program. We will require an initial retainer payment of $75,000 that will be applied to the final invoice for services rendered. Wire instructions are included below. Periodic progress billings, based on estimated hours, will be rendered at intervals expected to be at least monthly. We reserve the right to immediately stop work should the Company fail to replenish the retainer on a timely basis upon request. At the conclusion of our services, any unused retainer monies will be returned to the Company. If any services beyond the scope described above are required, we will obtain your written approval before commencing such services. Wire instructions are as follows:

M&T Bank
ABA # 022000046
Account: CohnReznick LLP
Account #: 9850C09110

We will maintain detailed records of time spent in connection with our retention unless you specify otherwise, and commit to performing our engagement in the most cost-effective manner possibie. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not concluded our work. The Company will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination.

Notwithstanding the ultimate disposition of this matter, or the use of our work product prepared in this matter, we will be compensated for our services as agreed herein, and reimbursed for all out-of-pocket expenses incurred prior to the termination of this engagement.

General Matters

The Company agrees that CohnReznick's and its personnel's maximum liability to the Company and its personnel for any errors or omissions committed by CohnReznick arising out of or related to this agreement or the services will be limited to the amount actually paid for the services. This limitation shall not apply to the extent it is determined that the loss was caused by CohnReznick's gross negligence or willful misconduct. We shall not be liable for any error in judgment or act of omission provided that we have acted in good faith, with reasonable care and professional competence and not in violation of any law.

In no event shall CohnReznick be liable to the Company or each of its personnel for any consequential, incidental, indirect, punitive or special damages in connection with claims arising out of or related to this agreement or the services, including any amount for loss of profit, data or goodwill, whether or not the likelihood of such loss or damage was contemplated.

The Company agrees that in no event shall any action or claim, regardless of its form, arising out of or related to this agreement or the services be brought after the earlier of (a) 12 months after discovery of facts giving rise to any such alleged claim; or (b) two years after the completion of the particular services giving rise to the action or claim. Any action or claim not brought within that time period shall be barred without regard to any other limitations period set forth by law or statute.

No third party shall have any right against us by reason of this engagement and the services rendered hereunder. The Company shall indemnify and hold harmless CohnReznick and its personnel from and against all claims by third parties and resulting damages, liabilities or losses (including costs and legal fees) arising out of or related to this agreement or the services. The preceding sentence shall not apply to the extent it is determined that the loss was caused by CohnReznick's gross negligence or willful misconduct.

This agreement, and any claims, matters or obligations arising out of or related to this agreement or the services, including, but not limited to, claims arising in contract, tort, fraud, under statute or otherwise, shall be governed by and construed in accordance with the laws of the State of New York as if this agreement was entered into, and was to be entirely performed within, the State of New York without giving any effect to any contrary choice of law or conflict of law provision or rule (whether of the State of New York or any other jurisdiction).

Arbitration

Any dispute, controversy, or claim arising out of or relating to the services or the performance or breach of this agreement (including disputes regarding the termination, validity or enforceability of this agreement) or any prior services or agreements between the parties shall be finally resolved by arbitration in accordance with the International Institute for Conflict Prevention and Resolution ("IICPR") Rules for Non-Administered Arbitrations by a panel of three arbitrators, one chosen by each party, and the third selected by the two party-selected arbitrators. The arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq., and judgment upon the award rendered by the arbitrators may be entered by any court having jurisdiction thereof. The arbitration hearings will take place in Austin, Texas unless the parties agree to a different locale.

The arbitration panel shall have no authority to award non-monetary or equitable relief, and any monetary award shall not include punitive damages.

In the event it is necessary to confirm the arbitration award in court, the costs of such confirmation proceedings, including attorneys' fees, incurred by the party seeking confirmation shall be borne entirely by the party against whom enforcement is sought.

Such arbitration shall be binding and final. In agreeing to arbitration, each party to this agreement acknowledges that in the event of any dispute (including a dispute over fees charged by CohnReznick they are giving up the right to have the dispute decided in a court of law before a judge or jury and instead are accepting the use of arbitration for resolution.

Other

It should be noted that our ability to assist the Company in this matter is dependent upon information to be supplied to us. All records and information we receive will be held in the strictest of confidence. In this regard, we will be reporting directly to the Company and will advise the Company of any findings and suggestions in such forms as the Company may designate. All communications between us and any attorney, agent, or employee acting on your behalf shall be regarded as confidential and made solely for the purpose of assisting the Company. We will not disclose to anyone, without your written permission, the nature or content of any such oral or written communication.

Notwithstanding the foregoing, CohnReznick may disclose information if it is requested by the Company to provide information related to the services to the Company, or required pursuant to law, regulation, subpoena or applicable professional standards and/or rules to produce information or our personnel as witnesses with respect to the services. The Company shall reimburse CohnReznick for any professional time and expenses (including legal fees) incurred to respond to the request, provided CohnReznick is not a party to the proceeding or the subject of the investigation in which the information is sought. CohnReznick shall, to the extent legally permissible, notify the Company promptly of any such request unless such request is made pursuant to regulatory oversight applicable to CohnReznick.

Either party may terminate this agreement, or the services, upon 30 days' prior written notice to the other. CohnReznick may terminate this agreement, or the services, immediately upon written notice to the Company (a) if CohnReznick determines in its professional judgment that it is unable to complete the services in accordance with applicable law or professional standards and/or obligations, or due to unexpected circumstances, (b) for reasonable cause (including failure to provide the information or cooperation necessary for successful performance of the services), or (c) if the Company's account becomes overdue. The services will be deemed to be completed upon written notification of termination (regardless of the extent of services performed as of the notification date). The Company will be obligated to compensate CohnReznick for the time expended and to reimburse CohnReznick for all out-of-pocket costs incurred up to and including the date of termination of this agreement or the services.

The provisions of this agreement that give any of the parties to this agreement rights or obligations beyond its termination shall survive termination of this agreement. This agreement replaces and supersedes any prior agreement between us, whether written or oral, related to the subject matter and time periods referenced in this letter agreement, including any prior agreement we may have entered into related to the confidentiality of information provided by the Company to us.

We appreciate the opportunity to be of service to you and believe this letter accurately summarizes the significant terms of the engagement. If the foregoing is in accordance with your understanding, please sign the signature page below and return to us a fully executed duplicate copy of this letter.

Should you have any questions, do not hesitate to call. Thank you for the opportunity to work with you in this important matter.

Very truly yours,

CohnReznick LLP

Chad J. Shandler, Partner
CohnReznick Advisory Group

AGREED TO AND ACCEPTED BY:

ADVANCED LIVING TECHNOLOGIES, INC., ET AL.

By: ______________________________
Paul Gray, President

Date: 2/13/2013

EXHIBIT B

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

IN RE:	§	
	§	
ADVANCED LIVING TECHNOLOGIES, INC.	§	CASE NO. 13-10313-hcm
(Debtor)	§	(Chapter 11)
	§	

AFFIDAVIT OF CHAD J. SHANDLER IN SUPPORT OF THE DEBTOR'S APPLICATION PURSUANT TO SECTION 327(A) OF THE BANKRUPTCY CODE FOR ORDER APPROVING THE RETENTION AND EMPLOYMENT OF COHNREZNICK LLP AS FINANCIAL ADVISORS TO THE DEBTOR AND DEBTOR-IN-POSSESSION

STATE OF NEW JERSEY)

COUNTY OF MIDDLESEX)

BEFORE ME, the undersigned authority, personally appeared Chad J. Shandler, who, upon being duly sworn, deposed and stated as follows:

1. I am a Partner in the Restructuring, Litigation & Transactional Services group of CohnReznick LLP ("CohnReznick"), an accounting, consulting, tax and financial advisory firm with its headquarters in the State of New York. I have personal knowledge of the facts set forth herein. I am authorized to execute this Affidavit on behalf of CohnReznick.

2. I submit this Affidavit on behalf of CohnReznick, in support of the Application Pursuant to Section 327(a) of the Bankruptcy Code for Order Approving the Retention and Employment of CohnReznick LLP as Financial Advisors to the Debtor and Debtor- in-Possession (the "Application"), filed contemporaneously herewith.

Disinterestedness

3. Except as may be set forth herein, I believe CohnReznick is a "disinterested person," as that term is defined in section 101(14) of the Bankruptcy Code, in that CohnReznick:

(a) is not a creditor, equity security holder or insider of the Debtor;

(b) is not and was not, within two (2) years before the date of the filing of the Debtor's chapter 11 petition, a director, officer or employee of the Debtor; and

(c) does not have an interest materially adverse to the interest of the Debtor's estate or of any class of creditors or equity security holders, by reason of any direct or indirect relationship to, connection with, or interest in, the Debtor, or for any other reason.

4. In connection with its proposed retention by the Debtor in this case, CohnReznick undertook to determine whether it had any conflicts or other relationships that might cause it not to be disinterested or to hold or represent an interest adverse to the Debtor. Specifically, CohnReznick obtained from the Debtor and/or its representatives the names of individuals and entities that may be parties-in-interest in this case (the "Potential Parties-in-Interest") and such parties are listed on Schedule 1 annexed hereto. CohnReznick has researched its electronic client files and records to determine its connections with the Potential Parties-in-Interest. Annexed hereto as Schedule 2 is a list of Potential Parties-in-Interest (or their apparent affiliates, as the case may be) that, based on our inquiries, it appears CohnReznick has represented in the past three years. CohnReznick's representation of each entity listed on Schedule 2 (or its parent or affiliate, as the case may be), however, was or is only on matters that are unrelated to the Debtor and this case. Fees for these engagements represent less than 1% of CohnReznick's annual revenues. Other than as listed on Schedule 2,

I am unaware of any engagements of CohnReznick by the Potential Parties-in-Interest within the last three years.

5. In addition to the parties listed on Schedule 2, CohnReznick may also have represented certain Potential Parties-in-Interest over three years ago; further, CohnReznick may have worked with, may continue to work with and/or may have mutual clients with, certain accounting and law firms who appear on the Potential Parties-in-Interest list.

6. Given the size of the firm and the breadth of CohnReznick's client base, it is possible that CohnReznick may now or in the future be retained by one or more of the Potential Parties-in-Interest in matters unrelated to the Debtor or this case without my knowledge. In addition, the Debtor has numerous customers, creditors and other parties with whom they maintain business relationships and some may not be included as Potential Parties-in-Interest. To the extent that CohnReznick discovers any, or enters into any new relationship with Potential Parties-in-Interest, it will supplement this disclosure to the Court promptly. Other than as disclosed herein, CohnReznick has no relationship with the Debtor of which I am aware after due inquiry.

7. Based upon the foregoing, I believe that CohnReznick is a "disinterested person" as defined in section 101(14) of the Bankruptcy Code and does not hold or represent an interest adverse to the Debtor or its estate. If this Court approves the proposed engagement of CohnReznick by the Debtor, CohnReznick will not accept any engagement or perform any service for any entity or person other than the Debtor in connection with this case.

8. CohnReznick has provided and agrees to continue to provide assistance to the Debtor in accordance with the terms and conditions set forth in the Application and the Engagement Letter. All of the services that CohnReznick will provide to the Debtor will be

(a) at the request of the Debtor and (b) performed in accordance with customary market practice of the investment banking and financial advisory profession.

Professional Compensation

9. Subject to this Court's approval in accordance with sections 330 and 331 of the Bankruptcy Code, applicable Bankruptcy Rules, Local Rules and such other procedures as may be fixed by order of this Court, compensation will be payable to CohnReznick on an hourly basis, plus reimbursement of actual and necessary expenses incurred by CohnReznick. CohnReznick's billing rates for the financial advisory services of the nature to be rendered to the Debtor are as follows:

Professional	Hourly Rate
Partner/Senior Partner	\$585 - \$800
Manager/Senior Manager/Director	\$435 - \$620
Other Professional Staff	\$275 - \$410
Paraprofessional	\$185

10. The charges for professionals who will render services to the Debtor are based upon actual time charges on an hourly basis and based upon the experience and expertise of the professional involved. The hourly rates set forth above are subject to periodic adjustments to reflect economic and other conditions.

11. CohnReznick's policy to charge its clients in all areas of practice for all expenses incurred in connection with the client's case. The expenses charged to clients include, among other things, telephone and telecopier charges, mail and express mail charges,

special or hand delivery charges, document processing, photocopying charges, travel expenses, and transcription costs. Expenses for actual costs incurred will be charged in accordance with the applicable Rules and Guidelines of this Court.

12. The proposed compensation of CohnReznick is comparable to that generally charged by financial advisors and investment bankers of similar expertise to CohnReznick for similar engagements, both in and out of bankruptcy proceedings. Additionally, the proposed compensation summarized above and described in the Engagement Letter is consistent with CohnReznick's normal and customary billing practices for comparably sized cases and transactions, both in and out-of-court, involving the services to be provided in connection with the Debtor's chapter 11 case. The Engagement Letter was negotiated at arm's-length and in good faith, and CohnReznick believes that the proposed compensation is both reasonable and market-based.

13. All fees and expenses will be payable subject to the applicable United States Trustee Guidelines, the United States Bankruptcy Code and the Federal Rules of Bankruptcy Procedure, and any order entered by this Court concerning procedures for compensation of professionals whose employment must be approved by the Bankruptcy Court.

14. The Debtor retained CohnReznick as its financial advisor on February 12, 2013. Prior to the Petition Date, CohnReznick received a retainer totaling $75,000 of which $1,746 remains as of the Petition Date.

15. It is the intention of CohnReznick to seek compensation for its services as described in the Application and the Engagement Letter in accordance with the Bankruptcy Code, the Bankruptcy Rules, the U.S. Trustees' Guidelines and any and all rules of this Court.

16. Other than as set forth in the Engagement Letter, there is no prior or proposed arrangement among the Debtor and CohnReznick with respect to CohnReznick's compensation. Furthermore, CohnReznick has no agreement with any other entity to share any compensation received, nor will any be made, except as permitted under section 504(b)(1) of the Bankruptcy Code.

Indemnification

17. Pursuant to the Engagement Letter, the Debtor has agreed, among other things, to indemnify and hold harmless CohnReznick and its personnel (the "Indemnified Persons") in connection with CohnReznick's representation of the Debtor, subject to certain exceptions in the case of an Indemnified Person's bad faith, willful misconduct or gross negligence (the "Indemnification Provision"). CohnReznick believes that the Indemnification Provision represents a customary and reasonable term of consideration for financial advisor engagements, both in and out-of-court.

18. The terms of the Engagement Letter, including the Indemnification Provision, were negotiated between the Debtor and CohnReznick at arm's length and reflect the Debtor's evaluation of the substance, the quality and the necessity of the work that will be performed by CohnReznick's partners and employees.

AFFIANT FURTHER SAYETH NAUGHT.

Signed this 20th day of February, 2013.

Chad J. Shandler, CPA
Partner
Restructuring, Litigation & Transactional Services
CohnReznick LLP

SWORN TO AND SUBSCRIBED
before me, the undersigned authority,
on this 20th day of February, 2013.

A Notary Public of New Jersey

Schedule 1

Top Unsecured Creditors

HEALTHCARE SERVICES
3220 Tillman Dr.
Bensalem PA 19020

Hallmark Rehabilitation
27442 Portola Parkway
Foothill Ranch, CA 92610

PHARMERICA
P.O. Box 409251
Atlanta, GA 30384

Rehabcare Group East, Inc.
7733 Forsyth Blvd., Suite 2300
St. Louis, Missouri

Medline Industries Inc.
P.O. Box 121080
Dallas, TX 75312

McKesson
One Post Street
San Francisco, CA 94104

Touchstone Medical Srvc. Inc.
1020 NE Loop 410, Suite 640
San Antonio, TX

Maxim Staffing Solutions
72558 Collections Center Dr.
Chicago, IL 60693

Cray Networks
10415 Morado Circle
Austin, TX 78759

Omnicare Corpus Christi
P.O. Box 715268
Columbus, OH 43271

Skin Care Management
7955 National Tpke.
Louisville, KY

Omnicare of Houston
P.O. Box 715268
Columbus, OH 43271

Omnicare-San Antonio
P.O. Box 715268
Columbus, OH 43271

Schedule 1

Top Unsecured Creditors

Omnicare Respiratory Group
P.O. Box 848507
Dallas, TX 75284

United Seating and Mobility
940 Golden Eagle Court, Suite 1
Cape Girardeau, MO 63701-1882

Care Specialties, Inc.
14623 W. Highway 71, Ste. 300
Austin, TX 78738

Americana Ambulance
127 E Southcross Blvd
San Antonio, TX 78222

Jenson & Guelker, P.L.L.C.
747 East South Temple Suite 130
Salt Lake City, Utah 84102

Tallwood Medical Inc.
1285 N Post Oak Rd #190
Houston, TX 77055

US Foodservice Inc.
9399 W Higgins Road # 500
Rosemont, IL 60018-4992

Complete Medical Staffing
700 N Colorado Blvd Ste 318,
Denver, CO.

Lone Star X-Ray Co.
4504 N Laurent Street
Victoria, TX 77901

Sysco Corporation
1390 Enclave Parkway
Houston, TX 77077-2099

Sacred Heart Medical Service
225 S Walnut Street
Pearsall, TX 78061

American Paper and Supply
301 LaSalle Street
Berwick, PA 18603

Schedule 1

Secured Parties

Toshiba Business Solutions
10231 Kotzebue
San Antonio, TX 78217

Medline Industries Holdings, L.P.
One Medline Place
Mundelein, IL 60060

Wells Fargo Bank, N.A., as Trustee
1445 Ross Ave., 2nd Fl.
Dallas, TX 75202

Midcap Financial, LLC, as Agent
7735 Old Georgetown Rd., Ste. 400
Bethesda, MD 20814

Colinas Healthcare, Inc.
10415 Morada Circle, Ste. 120
Austin, TX 78759
-or-
11940 Jollyville Rd., Ste. 105
Austin, TX 78759

Schedule 2

Sysco	Significant Unsecured Creditor	CohnReznick provides tax return services to a related entity, SYSCO Food Service of Connecticut, Inc.
Omnicare	Significant Unsecured Creditor	CohnReznick has served as financial advisors to Creditor Committees in unrelated matters on which Omnicare was a creditor or member of the Committee.
McKesson	Significant Unsecured Creditor	CohnReznick has served as financial advisors to Creditor Committees in unrelated matters on which Omnicare was a creditor or member of the Committee.
Medline Industries	Significant Unsecured Creditor	CohnReznick has served as financial advisors to Creditor Committees on which Medline Industries was a creditor or member of the Committee.
Wells Fargo Bank, N.A.	Secured Lender	CohnReznick has provided financial advisory and/or forensic accounting to Wells Fargo Bank, N.A. in matters unrelated to the Debtor's chapter 11 case. CohnReznick provides financial advisory services for Wells Fargo Bank in its capacity as indentured trustee, in matters unrelated to the Debtors' chapter 11 cases.